

TAB

BEST COPY

AVAILABLE

~~SECRET~~

Attachment 2

TERMS OF AGREEMENT

Date: _____

Dear Mr. _____:

1. As the result of discussions between you and the Agency, you have indicated your willingness to join our Civilian Specialist Reserve Program. In order that this Reserve may be composed of persons who are competent and prepared for their particular activities, a program of immediate training and indoctrination is being undertaken. To clarify your status, and the rights, benefits, and obligations involved, terms of agreement are herewith established.

2. It is our understanding that you are:

- a. A U.S. citizen;
- b. not presently employed in any fashion by the Federal Government;
- c. not a member of the Reserve component of any of the Armed Forces (including the Coast Guard) or their auxiliaries;
- d. available for training periods not to exceed a total of 15 days in any one year;
- e. available for full-time employment with the Agency in event of national emergency.

3. In determining your eligibility, we have relied upon your statements on these factors. Your acceptance of this agreement will verify the fact that these statements are an accurate reflection of your status at the present time and also serve as an assurance to the Agency that if at any time they change, you will notify the Agency accordingly.

4. In reliance upon such understanding, you will become a member of the Civilian Specialist Reserve in a compensation bracket equivalent to GS-____ upon written acceptance this agreement subject only to subsequent medical and security approval by this Agency.

5. While you have been selected because of your specialized knowledge and experience, periods of training will be required to keep you informed of developments in the Agency. On your part then it is understood that you will undertake such training and related travel as may be requested by the Agency provided it does not exceed

~~SECRET~~

15 days in any given year. During such periods as you are engaged in training duty (within this understanding) in the Reserve you will be entitled to compensation at the rate of \$_____ per diem, when actually employed. This will be subject to deductions for Federal and, in some instances, State income taxes as well as Social Security.

6. During the course of travel away from your city of residence or your usual place of work for purposes of training duty, you will be entitled to payment of travel expenses including per diem in accordance with Agency regulations generally applicable to personnel in staff status.

7. While you are not an employee of the U.S. Government in the usual sense during the course of your services under this agreement, you will nevertheless be entitled while participating in training activity specified by the Agency to all of the provisions accorded employees for death, dismemberment or disability under the Federal Employees Compensation Act. You will not, however, be entitled to: leave, Civil Service Retirement or insurance as the result of your services hereunder. On the other hand, you should be governed by the recognition that payments made by the Government for periods of training hereunder subject you to limitations imposed by Federal legislation respecting your political activities, conflicts of interest, dual compensation, and liability for U.S. Federal income tax during such periods.

8. The purpose of this intermediate status is essentially designed to accommodate the needs of training and preparedness for your ultimate work with the Agency once a condition of national emergency occurs. At that time, at the discretion of the Agency, you may be converted to a full staff status carrying all of the concomitant rights, benefits, privileges, and obligations of any person serving as a full-time employee of the Government under such terms of appointment as are specified by the Agency for the emergency period.

9. This agreement may be terminated at any time by the Agency: if you become unavailable or fail to report for training duty; if you fail to maintain proficiency in the specialty for which you have been selected; or if any of the conditions mentioned above in paragraph 2 ceases to be effective. Notice of termination will be given to you in writing by a designated representative of the Agency.

10. On your part, if at any time you wish to resign from the Civilian Specialist Reserve, you may do so by giving the Agency thirty (30) days notice in writing.

11. If the above is in accordance with your understanding, please indicate your agreement in the space provided below, thereby indicating your acceptance without qualification of the conditions and statements stipulated herein.

Witness

Signature

Date

Date